



2013 DEER HABITAT IMPROVEMENT PARTNERSHIP INITIATIVE - WILDLIFE HABITAT IMPROVEMENT

Required under authority of Act 451 of PA of 1994, as amended.

AGREEMENT

This *Agreement* between _____ hereinafter referred to as “cooperator(s),” and the Michigan Department of Natural Resources (DNR) Wildlife Division, hereinafter referred to as “division,” is authorized by the Natural Resources and Environmental Protection Act, 1994 PA 451. The division and the Cooperator(s) agree to carry out certain wildlife management practices and habitat developments on land owned by the Cooperator(s) as described in the attached Project Description and identified on the attached map and/or aerial photograph.

The cooperator(s) agrees to join as a participant in a Deer Habitat Improvement Partnership Initiative, hereinafter referred to as Initiative. The Cooperator(s) grants authorization to the division to carry out wildlife habitat developments and/or agrees to personally carry out wildlife habitat development and management activities with financial or material support, as described in the Project Description. Any supplies, equipment or payment from the division to the Cooperator(s) for carrying out wildlife habitat developments are also detailed in the Project Description.

The cooperator(s) further agrees to:

1. Assume responsibility for securing federal, state and local permits/permission needed to carry out the proposed habitat development project.
2. Allow the wildlife habitat development project described in the Project Description to remain in place for a period of XX years, or specified period from the date of the Cooperator's signature on this Agreement.
3. Allow the division staff or an appropriate representative reasonable access to the described property for the period of this Agreement in order to complete the agreed upon habitat development project and to make periodic inspections of the habitat development for program monitoring purposes.
4. Notify the division in writing at least 30 days before closing of any planned sale or other change in the ownership of the described property.
5. Complete all Cooperator(s) responsibilities as listed in the Project Specifications.

The division assumes no authority over the described property for purposes of controlling trespass, for controlling noxious weeds, for identifying or removing pre-existing hazards including waste materials, for granting rights of way, or for any other incidents of ownership. The cooperator(s) shall own all of the completed or installed developments and shall be solely responsible for paying all taxes and assessments on the described property.

LIABILITY. The cooperator(s) hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to cooperator(s), its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of cooperator(s), its officers, employees or agents, in reference to the activities authorized by this Agreement.

If the division secures a third party vendor to provide services or equipment for any part or all of the wildlife habitat development project, the division will require the contractor to list the cooperator, including its shareholders, officers, employees, and agents, as additionally insured on contractor insurance policies.

INDEMNIFICATION. The cooperator(s) hereby covenants and agrees to indemnify and save harmless, the

DEER HABITAT IMPROVEMENT PARTNERSHIP INITIATIVE - WILDLIFE HABITAT IMPROVEMENT AGREEMENT

State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Agreement; (2) the activities authorized by this Agreement; and (3) the use or occupancy of the premises which are the subject of this Agreement by the Cooperator(s), its employees, contractors, or its authorized representatives.

This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Cooperator(s) terminates the Agreement before its expiration, or if the cooperator(s) should fail to maintain the wildlife habitat development for the length of the Agreement, then the Cooperator(s) agrees to reimburse the DNR Wildlife Division prior to final termination for the pro-rated costs of all habitat development projects placed on the described land through this Agreement. For these purposes the total cost of the development projects to the State are agreed to be \$_____. This agreement becomes null and void upon land being accepted into any USDA Farm Bill Program, including extensions, as long as current wildlife habitat development project is maintained.

Cooperator***Division***

Signature – Cooperator

Signature - Wildlife Biologist

Printed name

Printed name

Date

Date***Cooperator******Contractor***

Signature – Cooperator

Signature – Contractor

Printed name

Printed name

Date

Date